

St. Louis City Ordinance 63530

FLOOR SUBSTITUTE

BOARD BILL NO. [95] 129 ENTER YEAR AND NUMBER

INTRODUCED BY ALDERMAN CRAIG SCHMID

An ordinance authorizing the Mayor and the Comptroller to enter into an amendment to a Lease Agreement dated December 28, 1992 to extend to September 30, 1998 the period for the Lessee to construct certain improvements on real property owned by the City of St. Louis and separately leased to the Lessee under a lease authorized by Ordinance 55340 approved July 1, 1969.

BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

Section One. The Mayor and the Comptroller are hereby authorized and directed to enter into an amendment to a Lease Agreement dated December 28, 1992 authorized by Ordinance 62718, approved October 28, 1992, said amendment to be as provided in Exhibit A attached hereto and made a part of this Ordinance. Section Two. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT A

AMENDED LEASE AGREEMENT

This Amendment to December 28, 1992 Lease Agreement is made and entered into as of the day of _____, 1995, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri, hereinafter called Lessor, through its Mayor and Comptroller and S.I. Warehousing Co., Inc. d/b/a Slay Industries, a Missouri Corporation, hereinafter called Lessee.
WITNESSETH, THAT:

WHEREAS, on or about April 20, 1970 Lessor and Lessee entered into a lease agreement ("Land Lease") for Lessee's exclusive use of certain real estate (the "Real Estate") located along the Mississippi River in the City of St. Louis which property is more fully described in the Land Lease. Said Land Lease is for a term of twenty-five (25) years, beginning on the first day of October, 1970 and terminating on the 30th day of September, 1995; and

WHEREAS, on or about December 28, 1992, Lessor and Lessee entered into an additional lease agreement ("Mooring Lease") for Lessee's use of approximately 2,400 linear feet of mooring privileges immediately adjacent to the real property subject to the Land Lease and between a point approximately 170 feet north of Harbor Point #9A and a point approximately 376 feet south of Harbor Point #8B. Said Mooring Lease is for a period of twenty-five (25) years, beginning the 1st day of February, 1993, and terminating on the 31st day of January, 2018; and

WHEREAS, Paragraph 6(a) of the Mooring Lease requires Lessee to construct certain improvements on the Real Estate. Paragraph 6(a) provides that the construction of the Proposed Improvements, as defined in the Mooring Lease, shall be substantially completed by September 30, 1995. If the Proposed Improvements are not substantially completed by September 30, 1995, Lessor may elect to terminate the Mooring Lease upon giving ninety (90) days written notice to Lessee, unless Lessee's failure to substantially complete the Proposed Improvements is due to force majeure, construction delays due to no fault of Lessee, acts of God or other events which are not within the Lessee's control; and

WHEREAS, the parties acknowledge that Lessee has not substantially completed the Proposed Improvements which failure is a direct and proximate result of construction delays due to no fault of Lessee and other events which were outside Lessee's control; and

WHEREAS, Lessor acknowledges that Lessee remained current in its Lease payments both under the Land Lease and the Mooring Lease; and

WHEREAS, Lessor and Lessee, by this Amendment to Lease Agreement, desire to extend the period of time in which Lessee has to substantially complete the Proposed Improvements; and

WHEREAS, pursuant to Ordinance _____, Lessor and Lessee desire to enter into a Lease Agreement for the Real Estate.

NOW THEREFORE, in consideration of the above premises, all of which are incorporated herein by reference and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 6(a) of the Mooring Lease is hereby amended by deleting the third and following sentences thereof in its entirety, and inserting the following in its place:

The Proposed Improvements referenced in the Mooring Lease shall be completed and operational on or before September 30, 1998. If, in the opinion of Lessor, the Proposed Improvements have not been completed and operational in accordance with the official application by September 30, 1998, Lessor may elect to terminate this Lease upon giving ninety (90) days written notice to Lessee. Upon termination, the Lease shall become null and void and of no further force and effect. Notwithstanding the foregoing, Lessor agrees that it will not terminate the Lease if the failure to complete and have operational the Proposed Improvements by September 30, 1998 is due to force majeure, construction delays due to no fault of the Lessee, acts of God or other events which are not within the Lessee's control.

2. Except as herein provided, the provisions of the Mooring Lease not specifically amended herein shall remain in full force and effect.

IN CONSIDERATION OF THE ABOVE, the parties have executed this Amended Lease Agreement as of the date first written above.

LESSEE:

S.I. WAREHOUSING CO., INC.
d/b/a Slay Industries

By:
Mayor

LESSOR:
CITY OF ST. LOUIS, MISSOURI ATTEST:

Comptroller

City Register

THE FOREGOING WAS APPROVED AS TO FORM ONLY:

City Counselor

STATE OF MISSOURI)
) SS. CITY OF ST. LOUIS)

On this day of , 19 , before me appeared and to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Amended Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this day of , 19 , before me a Notary Public in and for the City of St. Louis, appeared who, being by me duly sworn, did say that he is of S.I. Warehousing Co., Inc. d/b/a Slay Industries and that the seal affixed to the foregoing instrument is the corporation seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

Notary Public

My Commission Expires:

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
06/30/95	06/30/95	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
07/07/95			07/14/95	07/21/95
ORDINANCE	VETOED		VETO OVR	
63530				